



OpenEdition

General Terms and Conditions of Use of the Electronic Platforms of the Cléo's OpenEdition Portal

Recitals

OpenEdition is a portal comprising four platforms: Revues.org (since 1999), Calenda (since 2000), Hypotheses (since 2008) and OpenEdition Books (since 2012). This portal is developed by the Centre pour l'édition électronique ouverte (Cléo), a French *Unité Mixte de Services* (joint services unit), no. 3287, managed by Mr Marin Dacos, having as trustees the CNRS, Aix-Marseille University, the École des hautes études en sciences sociales and Avignon University.

By agreement between the Université de la Méditerranée (replaced by Aix-Marseille University) and its research development subsidiary, PROTISVALOR MÉDITERRANEE, the latter may handle the administrative and financial management of certain services provided by the Cléo.

The Centre pour l'édition électronique ouverte – the Cléo – aims to promote the development of electronic publishing in humanities and social sciences and to take part in promoting skills in electronic publishing.

It takes action in a spirit of editorial and technical cooperation with the Publisher. The Publisher accesses the Cléo's services, thus partaking in an initiative to pool scientific electronic publishing projects. This access shall be effective once the Publisher has completed the access request form, has read and accepted these General terms and conditions and once the Cléo's Academic Committee has reviewed and accepted the request.

The Cléo's services are listed in Appendix II of these General Terms and Conditions of Use (GTCU).

Clause 1. Identity

The OpenEdition Books platform is provided by the Cléo (Centre pour l'édition électronique ouverte), UMS 3287 managed by Mr Marin Dacos, having its registered office at 38, rue Frédéric Joliot Curie – 13013 Marseille Cedex 20 - France.



The Publishing Director within the meaning of the Law No. 2004-575 of 21 June 2004 is Mr Marin Dacos.

OpenEdition Books is hosted by the Cléo (Centre pour l'édition électronique ouverte), UMS 3287 managed by Mr Marin Dacos, having its registered office at 38, rue Frédéric Joliot Curie – 13013 Marseille Cedex 20 - France.

contact@openedition.org

Tel: +33(0)4.13.55.03.55.

Clause 2. Definitions

Academic Committee

The Cléo has a Academic Committee responsible for making scientific choices for the OpenEdition portal. Members of this Committee are researchers, lecturers, scientists, and professionals specialised in digital information engineering and electronic publishing. Some platforms have a specific Academic Committee that carries out its assignment on authority from the main Academic Committee.

Access request

To be able to propose its contents on the Revues.org, OpenEdition Books and Hypotheses platforms, a content producer must submit an access request. This access request is transferred to the Academic Committee for approval.

Exclusive Access

Refer to Exclusive Access Distribution.

Change in the type of Publication

A change in the type of Publication occurs when the presentation of the Publication as indicated in the access form no longer corresponds to the developments of the Publication in terms of scientific policy, thematic definition or target audience.

Cléo

Centre pour l'édition électronique ouverte UMS 3287, an *Unité Mixte de Services* (joint services unit) having as trustees:

- The Centre National pour la Recherche Scientifique - CNRS
- Aix-Marseille University - AMU
- L'École des hautes études en sciences sociales - EHESS
- Avignon University

The Cléo is a member of the Bibliothèque scientifique numérique (BSN), Très grande infrastructure pour la recherche (TGIR) and develops the OpenEdition equipment of excellence within the framework of Investments for the future. It is also a member of DARIAH, a European cyberinfrastructure for humanities and social sciences.

Deferred publication

Deferred publication consists in defining a period of time between the publication of a text and its open access publication.

DOI

The DOI (Digital Object Identifier) is a unique identifier allocated to digital resources. It is the core element of a system for identifying digital resources, such as journals, articles, publication reviews, videos, etc. It is sometimes compared with the ISSN or ISBN for the Internet, but it is also an alternative to the instability of URLs as it associates the document location and the related metadata.

DOI identifiers

The DOI identifiers are unique identifiers from the family of HANDLE identifiers. Cf. <http://www.doi.org/>

Electronic publishing platform hereinafter referred to as "Platform".

A software, hardware and organizational system implemented to enable the distribution of selected, published and structured contents on the Internet. The electronic publishing platform of the Cléo is upgradable so that it can adapt to developments in the state of the art and publishers' and users' requests. Within its OpenEdition portal, the Cléo implements four platforms: OpenEdition Books, OpenEdition Journals (Revues.org), OpenEdition Calenda and OpenEdition Hypotheses.

Electronic publishing policy

This policy is determined by the choice made by Publishers, in terms of services provided by the Cléo, i.e.:

- For a journal or a book series: the choice of the commercial policy (Open Access, Open Access Freemium, Sale on electronic bookstore, Net moving wall, Print On Demand).
- For a journal or a book series: the choice for Publishers between publishing online by their own means (appropriation mode) or delegating the online publishing to the Cléo (delegation mode).
- For a blog: the choice between a blog that is fully public, partly public or fully private.
- For the announcement of a scientific event: there is no publishing policy specific to an announcement.

This electronic publishing policy is determined by the Publishers when completing their access request form.

Exclusive access distribution

Unlike open access (OA), exclusive access distribution is only available to persons who have obtained a right of access to the content. Exclusive access contents are therefore only issued to the user after verification of that right. Exclusive access is, in general, linked to a commercial distribution, but may also involve promotional access free of charge (for example journalists or trial periods designed to encourage subscription) or courtesy access (access in developing countries or granted to partners, drawn aside).

HANDLE identifiers

The HANDLE identifiers are unique identifiers for digital documents. Cf. <http://handle.net/>

Metadata

Metadata is information describing the documents published, such as the title, subtitle, summary, author, table of contents, ISBN/ISSN, DOI, URL, language of publishing, price, etc. The full text does not constitute a metadatum.

Moving wall

The moving wall is an embargo period during which solely the summary of books, articles and book reviews are published in open access. The texts outside this moving wall are fully accessible in open access in HTML format. The texts inside this moving wall can sometimes be used for commercial purposes.

Net moving wall

The net moving wall indicates a period of restriction during which no commercial use is made by the Cléo.

Open access (OA)

Open access texts are available to anyone on the Web, at all times, without any condition of payment or identification. In French: Libre accès.

Open Access *Freemium* (OAF)

Policy of access to Publications the HTML format texts of which are available in open access and the detachable formats of which are solely for Users of OpenEdition *Freemium* subscriber institutions or may be purchased on the OpenEdition electronic bookstore. It is a hybrid economic model combining open access to information and the sale of services generating revenue for producers of resources.

OpenEdition Books (OEB)

Electronic publishing platform dedicated to the books available at the URL <http://books.openedition.org>.

OpenEdition Calenda

Platform dedicated to announcements of scientific events available at the URL <http://calenda.org/>

OpenEdition Hypotheses

Platform dedicated to blogs available at the following URL: <http://hypotheses.org/>

OpenEdition Journals (formerly *Revues.org*'s platform)

Electronic publishing platform dedicated to the journals available at the URL <http://www.revues.org>.

OpenEdition Web Bookstore

The *OpenEdition Bookstore* is the electronic bookstore of the OpenEdition portal. It is a Website on which the PDF and ePub files of the journals and book series of OpenEdition are offered for sale (Revue.org and OpenEdition Books). This electronic bookstore is available at the URL <http://bookstore.openedition.org> . The contents distribution in the OpenEdition Web bookstore are distributed to about one hundred retailers, including Amazon®, Apple®, ePage®, Feedbooks®, Fnac®, Kobo®, Gibert® and Virgin Méga®.

Publishers

These are the individuals or legal entities responsible for the Publication.

For Calenda, this means the proponents, i.e. the persons who fill in the Calenda form to propose a new announcement.

For Hypotheses, this means the chief editor of the blog.

For OpenEdition Books and Revue.org, this means the following individuals or legal entities:

- the Responsible Publisher, the legal representative of the Publication, and, as applicable,
- the Publishing firm with which the Responsible Publisher is contractually committed.

Publisher spaces

The Cléo provides the Publisher with a Public publisher space and a Private publisher space. The Public publisher space is the Publisher's Website within the OpenEdition portal. The Private publisher space is a space for use by the Publisher only, subject to identification by login and password.

Print On Demand

Print On Demand or POD is a range of services which allows Publishers who so wish to propose their content (books or issues of journals) by means of printing one paper copy on demand. This system avoids having to manage stocks and allows books ordered to be printed in real time.

Publication

The Publication may be, depending on the case:

- **the Journal:** all the issues and articles of a periodical publication containing issues and articles corresponding to a common name identified by a same ISSN code, selected by the Publisher's editorial committee and organised according to its choices in accordance with the publishing policy defined, and published at determined periods.
- **the Book series:** all the books selected and published by a publishing professional, at regular periods. The Book series may contain various sub-series, defined by the Publisher.
- **the blog:** all posts compiled in a blog-type Website.
- **the scientific event announcement** and its consequences (call for contribution).

Quality report

The Quality report is a technical audit done by the Cléo on the basis of editorial criteria such as, for instance, the quality of data and/or metadata on the Publication Website.

Read Access

Read access is an access right to consult (or read) a Website.

Scientific and editorial independence

Publishers are free to choose the topics addressed, the scientific methods adopted and the authors, within the limits of the terms of acceptance established at the time of the request, i.e. as long as the type of the Publication remains unchanged.

Security rules

Security rules are all the practices to be observed by each user of the platforms in order to ensure the integrity of the services, data and servers of the Cléo and its partners. In particular, they are precautions for the use of a computer and the accounts granting access to the Platform.

Write Access

Write access is an access right to write content on a Website, i.e. to publish. Generally, this involves the possibility of connecting to a content management software program which produces the pages of the Website.

Clause 3. Purpose and scope

The General terms and conditions define:

- the conditions whereby the Cléo shall distribution on the Internet the Publication created by the Publishers;
- the conditions whereby the Publishers shall benefit from the services proposed by the Cléo to develop their electronic publishing project;

These General terms and conditions of use (hereinafter referred to as "General terms and conditions") apply to all the platforms offered by the Cléo: OpenEdition Books, OpenEdition Journals, OpenEdition Calenda and OpenEdition Hypotheses.

Access to the 4 platforms of OpenEdition is only available to Publishers whose contents have been validated by the Cléo and who have first fully read and accepted the present General terms and conditions and so specify on the access request form.

Clause 4. Changes to the General terms and conditions

In the event of any change hereto, the Cléo shall submit the new General terms and conditions to the Publisher by email.

For OpenEdition Hypotheses, if the chief editor of the blog refuses the new GTCUs, it must notify its refusal by email with acknowledgement of receipt to the address contact@openedition.org within forty-five (45) days of the email sent by the Cléo notifying the new version. The Cléo shall stop access to the blog for all users having

writing rights on it, including the chief editor. The contents already published shall remain online to ensure their citability and durability.

For OpenEdition Books and OpenEdition Journals, if the Publisher does not agree with the new GTCUs, it must inform the Cléo by registered letter with acknowledgement of receipt within forty-five (45) days of the notification of the new version by the Cléo. At the end of this period, the Publisher shall no longer have access to the OpenEdition platforms. The Cléo shall stop access to the Publisher private space as well as the write access to the public Publisher space. Content already published shall remain online to ensure citability and durability.

For OpenEdition Calenda, the change of the GTCUs shall not be notified to existing proponents. New proponents shall be required to accept the new GTCUs in the announcements suggestion form. In this case, the new GTCUs shall become effective as soon as they are published online.

Clause 5. Cléo's undertakings

5.1 Selection of books performed by the Academic Committee

The Cléo undertakes to select high-quality scientific content corresponding to the scope of humanities and social sciences, in the broad sense. This selection is specific to each type of Publication.

5.2 Editorial undertakings

The Cléo undertakes to act in accordance with the scientific and editorial independence of Publishers, subject to the provisions of Clause 8 of the General terms and conditions (Intellectual property) and of the essential scientific requirements of Clause 5.1.

5.3 Cost for Publisher

Access to the core functions of the Cléo's platforms is free of charge for the Publisher. Users may have to pay to access additional functions. These additional functions shall give rise to a separate contract.

5.4 Training

The Cléo offers the Publisher ways of acquiring the skills needed to use the Platforms, by the means it deems appropriate (in particular documentation, online support, training sessions, discussion list), and within the limits of its capabilities. This system constitutes a free basic offer.

It is possible to request additional training services that shall give rise to a separate estimate and invoicing.

5.5 Appropriation, support and assistance

The Cléo provides the Publisher with an electronic publishing platform compliant with the state of the art and enabling Publishers to:

- easily and rapidly published scientific content (Appendix 2)

- use functions specific to electronic publishing (Appendix 2)
- produce structured data in order to adapt to technological progress (Appendix 2)
- produce interoperable data (Appendix 2)

The Cléo grants the Publisher write access to the Publication space.

5.6 Ownership of the title

These General terms and conditions do not give rise to any transfer of the ownership of the Publication title to the Cléo.

5.7 Promotional undertakings

The Cléo shall use its best endeavours to reference and promote the Publication by all and any means available, in particular reference databases. The Cléo informs its Platforms' visitors and subscribers of all news about the Publication.

5.8 Referencing undertakings

The Cléo may be required to grant external operators access to the texts, whether in open access or exclusive access, for indexing purposes, such operators being the search engine ISIDORE, the DOAJ, OAIster, Google scholar or other similar services.

5.9 Undertakings relating to legal obligations

The Cléo may be required to grant external operators access to the texts, whether in open access or exclusive access, for legal purposes, as in the case of the PLATON system set up by the Bibliothèque nationale de France within the framework of French law No. 2006-961 of 1st August 2006 on copyrights and related rights in the information society, for the benefit of the disabled.

5.10 Technical undertakings

The Cléo administrates and manages all the servers, software programs and databases implemented on its servers.

The Cléo undertakes to use its best endeavours to avoid any fraudulent use of the content.

The Cléo undertakes to use its best endeavours to ensure the security of its servers and network against any external physical and IT attacks.

The Cléo shall use its best endeavours to make sure that the OpenEdition portal is available and accessible.

To perform the Website maintenance, the Cléo reserves the right to suspend access to the portal. The Cléo shall inform the Publisher by any means at least 24 hours prior to any suspension for maintenance.

The Cléo archives and hosts the site of the Publication, as well as the related databases and files. It guarantees the existence of remote backup copies. Such copies shall be made every day for the last 7 days, every week for the last 4 weeks, and every month for the last 3 months. The data retrieval period is 10 working days.

Access to the Portal shall be granted by the Cléo to the Publisher according to editorial needs and within the limits of guaranteed Platform security.

This access shall give rise to:

- the creation of a dedicated space (Website) for the Publication on one of the platforms.- for journals, book series and blogs (but not for Calenda announcements), the creation of an account (login and password) to publish content on the platform.

5.11 Unlawful content reporting system

In its capacity as host and publisher, the Cléo has established a system, according to Law No. 2004-575 of 21st June 2004, to report any unlawful content, accessible via a hyperlink located at the bottom of the Platforms' Webpages.

Any person who becomes aware of any content that is manifestly unlawful must inform the Cléo so that the latter is able, if applicable, to take the required measures.

Following a request based on Article 6-I of French Law No. 2004-575 of 21st June 2004 referred to as the Law on confidence in the digital economy, the Cléo shall be entitled, without being held liable therefor, to change, interrupt or delete, in a temporary or permanent manner, all or any part of any content that is manifestly unlawful, without first informing the authors of such content.

Clause 6. Publisher's undertakings

6.1 Exclusive rights

Participation in the OpenEdition portal is not subject to any exclusive right. However, as far as possible, the Publisher is asked not to republish in full the documents published on OpenEdition. This is detrimental to citability and assessment of visits and adversely affects impact measurements and usage metrics. However, all the metadata of published scientific content must circulate as broadly as possible. In the event of publication of identical content elsewhere on the Web, the Publisher must inform the Cléo.

Specific terms and conditions of exclusivity may be applied for certain content governed by the General terms and conditions of commercial distribution or Supplementary terms and conditions of commercial distribution.

6.2 Online publishing policy (journals and book series)

In the case of journals and book series, the Publisher undertakes to publish online the full text in open access, in accordance with the definition in Clause 2.

The electronic publishing policy may make provision:

- for journals: for an embargo period (moving wall), during which a marketing policy may be set up. This period is determined by the Publishers and the Cléo, by mutual agreement, at the time of the access request for the Publication and is specified in the General terms and conditions of commercial distribution of OpenEdition Journals.

- for books: for a percentage of books with exclusively commercial access. This percentage is determined by the Publisher and the Cléo, by mutual agreement, at the time of the access request for the Publication and is specified in the General terms and conditions of commercial distribution of OpenEdition Books.

The Publication Website is inaugurated, together with an online presentation page, when the Cléo and the Publisher consider the progress of the Website to be satisfactory.

If the Publisher wishes to publish online the content of another Publication, another access request must be made to the Cléo.

6.3 Quality (journals and book series)

For journals and book series, the Publisher undertakes to feed OpenEdition with content (books or issues of journals) that comply with the scientific selection standards and are consistent with the OpenEdition general scientific policy. If in doubt, the Publisher is entitled to first contact the Cléo's Academic Committee to make sure that the content is in line with the OpenEdition general scientific policy. For a new series, the Publisher may seek the opinion of the Academic Committee by directly contacting the Director of the Cléo.

The Publisher regularly keeps the Cléo informed of its new releases, in particular by sending it a free print copy of new books or journal issues, if any.

In the event of a significant change to the editorial policy of the Publication, the Publisher shall inform the Cléo so that the latter can check that the new editorial policy is consistent with the Cléo's objectives.

The Publisher undertakes to comply with the requirements of the Quality reports sent by the Cléo and particularly with the following:

- Its email, postal address, telephone number, name of the Responsible Publisher, serial numbers of the Publication and articles, such as ISBN or ISSN, etc. must be indicated on the Publication Website (except for Calenda announcements).
- The Publisher undertakes to comply with their electronic publishing policy by regularly feeding the Website.
- In the event of double publication of the Publication on electronic and printed media, and of deferred electronic publishing, the Publisher undertakes to comply with the terms of deferred publication agreed upon between the Cléo and the Publisher.

6.4 Exchange of information

The Publisher undertakes to notify any change concerning it, and in particular any change of name, legal form, email, address, telephone number, discontinuance of business (dissolution, receivership or winding up by decision of the court), and change of business.

In the event of multiple publications of open or commercial access journals, books or blogs on other platforms, or on an electronic bookstore, the Publisher undertakes to inform the Cléo. This provision does not apply to Calenda announcements.

If DOI or HANDLE identifiers or other standardised unique identification systems have already been declared by the Publisher, the latter shall authorise the Cléo to enter new URLs associated with the existing identifiers.

6.5 Website

The Publisher undertakes to use the layout of the Publication Website created by the Cléo. This layout is created in accordance with legislation, the state of the art, and the requirements of the Platform, for the purpose of promoting the identity of the Publication and maintaining consistency of the platform.

The Publisher promotes its editorial business on its own online spaces (online catalogue, printed catalogue, advertising materials, institutional Websites, blogs). It agrees to explicitly indicate, in particular by hyperlinks and a mention on the print Publication, if any, the existence of the Publication Website hosted by the Cléo.

6.6 Security

The Publisher undertakes to accept the software solutions recommended by the Cléo. The Publisher undertakes to follow the Cléo's recommendations to ensure the technical integrity of the Platform as defined in Appendix 1.

The Cléo shall use its best endeavours to secure the Website and imposes technical rules on the Publisher for this purpose. It further reserves the right to lodge a complaint for any unlawful alteration, destruction or use of the Publication Website pages by a non-authorized third party.

In the event of any alteration to the Publication Website pages by a non-authorized third party, the Cléo undertakes to destroy said changed pages as soon as the Publisher has informed the Director of the Cléo thereof. The Publisher undertakes to use the accounts granting it access to the Platform with due care. The Security rules appended hereto (Appendix 1) must be strictly observed in order not to favour any intrusion to the system. In particular, the use of trivial passwords and of an account by several people is expressly forbidden.

In general, the Publisher undertakes to take all the precautions and useful measures to protect its computer system against any unlawful intrusion and/or virus contamination.

6.7 Liability

All the documents published online by the Publisher are under the editorial and legal liability of its Responsible Publisher in particular the text, visual or sound contents, including discussion lists, forums, metadata and syndication feeds. In this respect, the Publisher guarantees the Cléo that the content shall comply with legislation in force and undertakes to relieve and indemnify the Cléo for any claim and court order that may be passed against it relating to any of the content published online within the framework of discussion lists, forums, metadata and syndication feeds.

The Publisher is required to comply with the RENATER charter of ethics (charter available on <http://www.renater.fr>)

Clause 7: Limitation of the Cléo's liability

The Publisher acknowledges being fully informed of the limits of the Internet and of electronic connections.

The Cléo shall not be held liable for any difficulties or temporary impossibility of accessing the site Openedition.org and the services as a result of disturbances on the network, the complexity of global networks and the surge in uses of the Internet at certain times.

The Cléo shall not be held liable for the insufficiency of the services it provides compared to the specific objectives that the Publisher may plan or pursue when, prior to making any decision, the Publisher has had access to the information published online on the portal <http://www.openedition.org/>

The Cléo shall not be held liable in the following cases:

- difficulty accessing the site due to the saturation of networks at certain times;
- contamination by virus of data and/or computer systems that the Publisher is responsible for protecting;
- damage caused to equipment connected to the Website, for which the Publisher is entirely responsible.

The Cléo shall not be held liable for failure to perform or delay in performing its services when such non-performance or late performance is caused by the Publisher, or a fortuitous event, or a case of *force majeure* (particularly unavailability of the server due to disturbances on the network, failure of the telecommunications networks, uprising, war, state of emergency, natural disasters, etc.).

On no account shall the Cléo be held liable for any consequential loss or unforeseeable loss caused by these General Terms and Conditions of use.

Non-compensable consequential loss means any commercial loss and loss of image, loss of turnover or profits, third-party claims, and losses of data and files.

Clause 8: Intellectual property

8.1 OpenEdition electronic platform

All the content of the OpenEdition electronic platform including in particular the texts, images, sounds and videos, are protected by copyright and belong to the Cléo and its trustees (Aix-Marseille University, the CNRS, Avignon University and the École des hautes études en sciences sociales), except for the content created or published online by the Publisher and for which no copyright has been assigned.

Participation in the platform does not grant the Publisher any intellectual property right.

Any partial or full reproduction without the Cléo's prior, written permission shall constitute infringement liable to lead to legal action.

8.2 Cléo's databases

The Cléo has the protection of a database producer as recognised by Article L. 341-1 of the French Intellectual Property Code.

The Publisher undertakes:

- Not to reproduce in number for profitable purposes the information obtained for the consultation of files;
- Not to copy the information on any media of any nature enabling all or any part of the original files to be reconstituted.

Any infringement of the producer's rights is liable to a three-year prison sentence and a 300,000 Euro fine (Article L. 343-4 et seq. of the Intellectual Property Code).

8.3 The Publisher

The Publisher is required to comply with legislation on intellectual property. It must expressly make sure that the authors have accepted the online publication. The Publisher is responsible for obtaining the online publication authorisations from the holders of the rights to the documents published.

The Cléo and its trustees decline all liability arising in respect of copyright. The Publisher shall be solely liable in the event of any publication not authorised by an author.

The services provided free of charge by the Cléo (graphical creation of layouts, layout code, creation of databases, etc.) fully belong to the Cléo and its trustees. The initial graphic elements supplied by the Publisher remain the property of its assigns. The code, regardless of the technologies used (PHP, XSLT, XML, HTML, CSS, Lodelscript), remains the property of the Cléo and of its trustees.

Clause 9. Services

If a service is requested of the Cléo, on a regular or occasional basis, the Cléo shall draw up an estimate for the Publisher. If the Publisher accepts the estimate, it must return the order form corresponding to the amount of the estimate to the Cléo. Complex services shall give rise to a separate service agreement. The resulting intellectual property matters shall be settled by means of that service agreement.

Clause 10. Content

By becoming a member of the electronic platform of the Cléo's OpenEdition portal, the Publisher undertakes not to publish online any content including:

- a message and/or images of a fascist, xenophobic, racist or sectarian nature;
- offensive and/or slanderous remarks;
- remarks and/or images of an insulting or humiliating nature or invading anyone's privacy;
- remarks and/or images of a paedophile nature;
- remarks and/or images and/or videos of a pornographic nature;
- remarks and/or images liable to be detrimental to public order, or to cause injury to human beings or dignity, gender equality, and the protection of minors;
- remarks and/or images encouraging, containing or inciting discrimination, insult, hatred or violence against a person or a group of people particularly due to their origin or their belonging or not to a given ethnic group, nation, race or religion, their handicap, sexual orientation or any other difference;

- remarks and/or images seeking to justify, deny or question war crimes and/or crimes against humanity (denial);
- remarks and/or images encouraging crimes and offences or the trade and consumption of illegal substances, prostitution, terrorism, sexual assault, theft, suicide, violence, intentional damage and deterioration dangerous for life, violation of the authority of Justice;
- elements infringing intellectual property rights (trademark, copyright, designs and models, patents);
- remarks and/or images infringing the right of publicity (invasion of privacy, disclosure of an image without the person's consent, disclosure of private and/or personal data, etc.).

Clause 11. Retention of identification data

Under the Decree No. 2011-219 of 25 February 2011, the Cléo, in its capacity as host, is required to retain the identification data of any person posting content online.

The Cléo may be required to disclose this identification data as a result of a court decision or a justified request from the police forces.

The Cléo shall not be held liable in this respect.

Clause 12. Protection of personal data

The information collected is intended for the Cléo and is processed in order to complete the presentation texts related to the publication hosted by OpenEdition, in particular for the catalogue, indexing and referencing.

The personal data processing done by the Cléo has been declared to the CNIL (declaration no.: 2-12067).

The person in charge of processing is Bruno Cénou.

Personal data collected is not transferred outside the European Union.

In accordance with the French data protection act of 6 January 1978, any private individual has a right to access, rectify and delete any of their personal information; this right can be exercised by contacting the Centre de l'édition électronique ouverte (Cléo), at 28 rue Frédéric Joliot Curie – 13013 Marseille Cedex 20 – France enclosing a copy of their ID document.

Any person may also, with good reason, object to the processing of their personal data.

Clause 13. End of access

13.1 Reasons for the end of access

As the contract is entered into for an indeterminate period, each party may terminate it at any time by sending a registered letter with return receipt requested (RAR) giving

three months' prior notice. At the end of this period, the contract shall be terminated *ipso jure* without the need to have it acknowledged or pronounced by a decision of a court.

If the Publisher has signed the General terms and conditions of commercial distribution (GCC) and possibly the Supplementary terms and conditions of commercial distribution (SCC), the termination of the GTCUs shall only be possible after termination of the various general and supplementary terms and conditions of commercial distribution.

A change in the type of Publication may further be a sufficient reason to stop access to the Cléo's services and suspend the Publisher's possibility of adding content to the site under the same conditions as contemplated in the paragraph above.

13.2 Citability of the articles

The Publisher hereby assigns, on a non-exclusive and gratuitous basis for the whole world, the copyright comprising:

- the reproduction right including processes for the physical fixation of publications particularly by printing process, photocopy, and mechanical, optical or magnetic recording allowing the publications to be disclosed to the public indirectly on a digital or electronic medium and particularly via communication networks especially Websites, intranet, detachable formats (PDF, ePUB, MobiPocket), and webservices (OAI-PMH, Z39-50, other APIs, distributing XML, MARC, etc. formats) as part of the OpenEdition *Freemium* programme.
- the performance right concerning all direct disclosure to the public, the right to distribute the publications via the OpenEdition portal as part of the OpenEdition *Freemium* programme, by digital or electronic process particularly by digital networks, by rebroadcast by cable, on digital and electronic media and in all formats (XML, HTML, PDF, ePUB, MobiPocket) by detachable files.
- the right to translate metadata into the user's language in order to improve the user's experience on the OpenEdition Website.

This assignment is made, for the Publications in HTML format of open access books, for the entire duration of copyright protection both under French law and international conventions.

However, this assignment is only made for the term hereof for publications in PDF, ePUB and MobiPocket format.

The assignment includes the right for the Cléo to license or sub-license the above rights thus assigned.

Therefore, the Publisher represents and warrants the Cléo that it has the rights and authorisations of the authors in accordance with the Intellectual Property Code, to enable the Cléo to publish online the Publisher's texts on its OpenEdition portal.

At all events, the Publisher indemnifies and holds the Cléo harmless against all and any infringement action and/or action for recovery by third parties in respect of the Publications. In this event, the Publisher undertakes to relieve and indemnify the Cléo for

any court order that may be passed against it in any judicial proceedings and shall cover all legal fees, including lawyer's fees.

The Publisher undertakes to inform the Cléo in writing of any claim and dispute of rights concerning the online publication of any one of the Publications so that the Cléo can withdraw the content without delay.

13.3 Extinction of the Publication

In the event that the Publication activity or Publisher's business is stopped, the Cléo undertakes to maintain the Publication Website and not to destroy it. The Cléo undertakes to maintain the articles distribution up to that time, to continue to make them accessible to Internet users, and to clearly indicate this cessation. The Cléo shall maintain all the documents in HTML format and the open access contents already online in compliance with the copyright assigned in Clause 14.2 hereof.

This measure maintains the citability of the online scientific texts published and sustains the investments the Government makes in the Centre pour l'édition électronique ouverte.

Clause 14. Change of Publisher

In the case of a change of Publisher or of Responsible Publisher of the Publication, respectively the new publisher or the new responsible publisher shall write to the Cléo confirming its acceptance hereof and, if applicable, of the electronic publishing policy determined at the time of access for the Publication. In the event that it wishes to modify the electronic publishing policy, the Publisher shall make a new access request. If the Publisher does not wish to continue the Publication on OpenEdition, the latter shall be considered extinguished (cf. Clause 13.3), which shall entitle the Publisher to resume it elsewhere.

Clause 15. Transfer of OpenEdition's activity

The present General terms and conditions of use shall still be applied to the Publisher including in the event of transfer of OpenEdition's activity to another legal entity without the Publisher being able to object; the legal entity shall be assigned the rights of the Cléo/ Aix-Marseille University/ the CNRS/ Avignon University/ École des hautes études en sciences sociales.

Clause 16. Titles

Titles are only included for convenience. In the event of any divergence between the title and content of a clause, the content of the clause shall prevail, by express agreement.

Clause 17. Tolerances

The parties have formally agreed that any tolerance or waiver by one of the parties of the application of all or part of the undertakings provided for herein, irrespective of the

frequency or duration thereof, shall not entail any modification of this contract or create any right whatsoever.

Clause 18. Severability of a provision of these General Terms and Conditions of use

The nullity, illegality or inapplicability of one or more of the provisions of these General Terms and Conditions of use shall not affect the validity, legality or applicability of all other provisions.

Clause 19. Disputes

19.1 Governing law and language of the Contract

This Contract is governed by the laws and regulations of France.

In the event that it is translated into several languages, only the French version shall be deemed authentic in the event of a dispute.

19.2 Amicable settlement

In the event of any difficulty arising out of or in connection with the interpretation or performance of this contract, the Publisher and the Cléo shall endeavour to settle their dispute out of court.

19.3 Jurisdiction

In the event that the Publisher and the Cléo fail to settle their dispute out of court, any difficulty that may arise between the parties out of or in connection with the negotiation, construction, performance, non-performance or termination of this contract shall be submitted to the French court having jurisdiction.

This clause shall apply even in the event of summary proceedings, multiple defendants or introduction of third parties.

ON

IN

The Publisher

first name/surname/title

Signature preceded by the statement "valid for agreement".

Appendix 1: Security rules

Compliance with Security rules aims to prevent any external intrusion to the Publication website and the portal in general. In particular, the disclosure of passwords is expressly forbidden.

Lodel access levels:

Administrator: only one person may have the "administrator" level for each journal space. This person is responsible for creating the accounts and administrating the passwords for the other access levels (publisher, writer and visitor).

It is highly advised to comply with the following recommendations when defining the account settings.

Definition of logins

Logins are made up of the first 8 characters of the person's name at the most. They must not include any accent, hyphen or space character.

Example:

Alain Dépondupon

Login: depondup

Definition of passwords

A series of 8 characters, containing letters (possibly with capitals), figures and/or special characters, must be chosen. This series must be difficult to discover by hackers. A first method consists in combining words and including figures or punctuation characters (BaD!yuk, PC3rpr5). Another consists in using words with phonetics (its2Much4U). You can also take the first letters of a sentence (IaG0tdTs for "I am going out to do the shopping"). Finally, you can combine the various methods (it's2LATE).

The security of passwords shall be checked on a regular basis and careless accounts shall immediately be suspended without notice.

The following should not be done:

Do not write down your password anywhere.

Do not disclose your password to or share it with anyone. It must always be personal.

Do not choose personal information such as your name, the name of your laboratory, your project or your family, your car registration number, etc. as a password. Names, proper nouns or first names present in a French or foreign dictionary should not be used. Any variation in the foregoing such as inversions, initials, or addition of figures must also be avoided.

Please note that you should not reuse former passwords you have already used.

Do not disclose your password by email unless you are using encryption software.

Related documents in Lodel

Related documents loaded in Lodel must comply with the Security rules of the Internet. In particular, executable files and computer viruses are prohibited.

Appendix 2: Services provided by the Cléo

List of OpenEdition services	Revue.org + OpenEdition Books	Hypotheses	Calenda
Online publishing Help	<ul style="list-style-type: none"> - Possibility of structuring publications dating back to before 2004 if the files exist - Possibility of structuring publications dating from after 2004 - Conversion of .doc files into files created by means of CAP 		
Advice and information	<ul style="list-style-type: none"> - Advice on electronic publishing - Support for digitisation and electronic publishing projects - Advice on the matter of publication rights on the Internet 	<ul style="list-style-type: none"> - Support for the editorial project - Technical support 	
Costs	<ul style="list-style-type: none"> - Software programs, training, layout creation free of charge - Free subscription - Text styling may be invoiced - Some services may be invoiced 	<ul style="list-style-type: none"> - Software programs, training, layout creation free of charge - Free subscription - Migration / Redirecting - Some services may be invoiced (training) 	<ul style="list-style-type: none"> - Announcement service free of charge
Period of restriction	<ul style="list-style-type: none"> - Definition of an embargo period (moving wall) between a print issue and an electronic publication - Possibility of scheduling the automatic online publication of a text in the future (compliance with the moving wall) - Access limited to subscribers as part of the existing moving wall 		
Technical	<ul style="list-style-type: none"> - Website visit 	<ul style="list-style-type: none"> - Website visit 	

information	<p>statistics and archiving of statistics</p> <ul style="list-style-type: none"> - Global OAI repository - Creation of emails related to the publication 	<p>statistics and archiving of statistics (Awstats)</p> <ul style="list-style-type: none"> - Global OAI repository - Creation of emails related to the publication - Search engine on the blog and on Hypotheses 	
Editorial training and support	<ul style="list-style-type: none"> - Training in Lodel and electronic publishing - Editorial support to prepare the Website and publish new content online - Development of layouts - Discussion lists - Ongoing training 	<ul style="list-style-type: none"> - Training in Wordpress - Discussion lists - 'Getting started' documentation (software and topics) - Direct assistance 	
Technical infrastructure	<ul style="list-style-type: none"> - Servers hosted at IN2P3 - Bandwidth enabling good service responsiveness - Upgradable server architecture - Data backup on several geographic sites 	<ul style="list-style-type: none"> - Servers hosted at IN2P3 - Bandwidth enabling good service responsiveness - Upgradable server architecture - Data backup on several geographic sites 	<ul style="list-style-type: none"> - Servers hosted at IN2P3 - Bandwidth enabling good service responsiveness - Upgradable server architecture - Data backup on several geographic sites
Interoperability with other systems	<p>On the Publication website:</p> <ul style="list-style-type: none"> - Possibility of displaying information flows from Calenda or Hypotheses - Possibility of displaying information flows from other Websites possible (electronic publishing, online scientific corpus or institutional Websites) - Continuity of collections with Cairn and Persée - Dublin Core and Prism structures for Zotero 	<ul style="list-style-type: none"> - Possibility of displaying information flows from Calenda or Hypotheses possible - Possibility of displaying information flows from other Websites possible (electronic publishing, online scientific corpus or institutional sites) - COINS structures for Zotero - HTML insertion of remote content - Widgets LibraryThing and Twitter 	<ul style="list-style-type: none"> - Possibility of dynamically passing on news from Calenda with hyperlinks to Calenda by simple or complex RSS feeds (generated by a request in the engine)

	<ul style="list-style-type: none"> - Dublin Core metadata <p>On remote sites:</p> <ul style="list-style-type: none"> - Possibility of dynamically passing on news of the publication via hyperlinks towards the publication Website - Possibility of including a search form related to the content of the publication 		
Visual enhancement	<ul style="list-style-type: none"> - Customised layout - Browsing in the Website by issue/sections or index - HTML printable versions - PDF versions - High resolution imaging - Notes in the margin - Logo of the Publisher, partners - Podcast generator - Inclusion of multimedia contents 	<ul style="list-style-type: none"> - Possibility of customising each layout: content layout, colour and typography - Choice between several layouts - Inclusion of multimedia contents 	<ul style="list-style-type: none"> - Page dedicated to each announcement - Publishing and formatting by Calenda's approval team
Electronic publishing tools	<ul style="list-style-type: none"> - Lodel - Orphan notes 	<ul style="list-style-type: none"> - Production / publication space - CMS Wordpress - Development of functions according to uses and requests 	<ul style="list-style-type: none"> - Public suggestion form
Distribution tools	<ul style="list-style-type: none"> - Possibility of creating a newsletter for readers - RSS feeds - Internal discussion lists - Dissemination via social networks 	<ul style="list-style-type: none"> - RSS feeds - Dissemination via social networks - Presentation page on blog catalogue - Post announcing the publication of new blogs 	<ul style="list-style-type: none"> - RSS feeds - Dissemination via social networks - OpenEdition Newsletter – Calenda Newsletter (twice a month) - Partner Websites
OpenEdition Freemium programme for open access publications	<ul style="list-style-type: none"> - Commercial development of the detachable PDF, ePub and Mobipocket files of journals and books. - Content distribution in the electronic bookstore via a 		

	<p>network of about one hundred dealers</p> <ul style="list-style-type: none"> - Support for digitisation programme for book publishers - Advances of the delegated encoding costs for journals and publishers 		
Referencing	<ul style="list-style-type: none"> - Participation at the Salon de la revue (Journal fair) and Salon du livre (Book fair) - Annual publication of a Revues.org booklet - Internal referencing in Revues.org - Referencing in reference directories - Referencing in general and specialised search engines - Referencing on library databases (Summon, Ebsco Discovery, A to Z) - Referencing on social tools - Referencing in the DOAJ database for open access publications 	<ul style="list-style-type: none"> - Referencing in databases - Referencing in specialised search engines (Isidore, Summon, Ebsco Discovery) - Referencing in specialised search engines (Isidore) 	
Services specific to each platform	<ul style="list-style-type: none"> - Display of the journal presentation page on Revues.org homepage - Announcement of of new issue releases on Revues.org homepage and in the Revues.org Newsletter - Search engine indexing full content - Indication of calls for contribution in Calenda - ISSN allocation request - Crossref access for DOI purchase 	<ul style="list-style-type: none"> - ISSN allocation request - Search engine indexing the full content of posts, except in the case of radar blogs. - Integration of blogs published in the OpenEdition subscription system 	<ul style="list-style-type: none"> - Display of the announcements on Calenda homepage - Display of the announcements on OpenEdition homepage - Display of the announcements in Calenda Newsletter - Search engine indexing the full content of announcements

	<ul style="list-style-type: none"> - Generation of Epub files for readers 		
Content structuring	<ul style="list-style-type: none"> - XML TEI encoding - UNICODE - Management of various types of files - Index by authors - Index by themes - Customisable index - Structuring by numbers / chapters or sections - Complex structuring of pages - Citability (numbering of paragraphs, DOI, etc.) - Internal search engine specific to the journal - OpenText 	<ul style="list-style-type: none"> - Management of various types of files - Customisable index - Management of footnotes - Page / post structuring - Category / tag structuring - Search engine specific to the blog 	<ul style="list-style-type: none"> - Indexing by subject categories - Indexing by type of announcement - Geolocation of event announcements - Indexing of announcement language(s) - Indexing by date of event announcement - Faceted search engine
Life	<ul style="list-style-type: none"> - General meeting of the journals - Discussion lists - Newsletter - "Maison des revues" support blog 	<ul style="list-style-type: none"> - Discussion lists - "Maison des carnets" support blog - "La casa de los blogs" support blog - "Bloghaus" support blog - "The house of blogs" support blog 	
Life of the publication	<ul style="list-style-type: none"> - Discussion list for the editorial committee of the journal - Management of lists and newsletters via online interface 		

Appendix 3: OpenEdition subscription services

1. OpenEdition subscription services

Revues.org

- Text styling services
- Graphic design services

OpenEdition Books

- Text styling services
- Graphic design services

2. Exclusive member services

- Access to the Manuscripts platform
- Usage statistics tools
- Simplified visit statistics
- Newsletter generator
- API Calenda
- Mention on the Cléo Website
- Participation in the Committee of users (CoU)

3. Premium services for Hypotheses (soon)

- Blogger offer
 - Access to the blog's usage statistics
 - Access to the radar function
 - Access to theme customisation options
 - Access to the sending of notifications to each new person subscribing to the blog
- Research programme offer
 - Private discussion list
 - Wiki
 - Document repository space
 - Private blog
- Offer for institutions
 - Platform creation